

Cooperative Agreement

This Agreement is entered into between the City of Orange ("City") and the Orange Unified School District ("District") on this ____ day of June, 2002.

Recitals:

A. The State of California is encouraging public library systems and public school districts to enter into joint use cooperative agreements for the shared use of library facilities and is providing funding opportunities for joint use projects.

B. In adopting the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 ("Library Bond Act"), the State Legislature found and declared that:

"(a) Reading and literacy skills are fundamental to success in our economy and our society.

"(b) The Legislature and Governor have made enormous strides in improving the quality of reading instruction in public schools.

"(c) Public libraries are an important resource to further California's reading and literacy goals both in conjunction with the public schools and for the adult population.

"(d) The construction and renovation of public library facilities is necessary to expand access to reading and literacy programs in California's public education system and to expand access to public library services for all residents of California."

C. The Library Bond Act provides a total of \$350 million statewide for construction and renovation of public libraries throughout California. It provides matching funds of up to 65 percent of eligible project costs (with a maximum of \$20 million per jurisdiction) which will be awarded in three competitive application cycles during the years 2002-2004. Under certain conditions the Library Bond Act provides priority consideration for applications that include joint-use projects carried out by public libraries and local K-12 school districts. The Library Bond Act requires that each such joint-use project must function under a cooperative agreement between the agency that operates the library and the school district.

D. A 2001 Orange Public Library needs assessment ("Needs Assessment") found that in relationship to its population, the City has only 35 percent of the recommended standard square footage for library services and library materials, one of the lowest ratios in the State. The City's Main Library is one of the smallest city central public library facilities in the State. To make up a portion of this shortfall and address the needs of the community, the City is submitting a Library Bond Act application to expand its existing Main Library by 28,000 square feet, from 17,000 square feet to 45,000 square feet. The proposed expansion to the existing Main Library, located at 101 N. Center Street, Orange, California, would include:

- A new Homework Center;
- A new Literacy Center;

- A new Local History Room;
- A larger Children's Room;
- A new Young Adult Room;
- Additional meeting room space;
- More computers and study space;
- A Friends' Bookstore; and
- Additional space which will allow the Main Library to nearly double the current number of books, videos, CDs, DVDs, and computer software.

E. The need for a joint use Homework Center at the expanded Main Library is supported by the Needs Assessment which found that none of the nine District schools within the Main Library's service area (e.g., California, Cambridge, Handy, Palmyra, Sycamore, and West Orange elementary schools; Portola and Yorba middle schools; and Orange High School) met the state standard Academic Performance Index ("API") of 800, which is used to rank California public schools' academic achievement and improvement. The Needs Assessment also noted that four of those schools did not meet their individual school growth targets either, stating, "Library and school strategizing and cooperation are vital to ... the overall education offered to Orange residents."

F. The City and the District seek to enter into a joint use agreement for a Homework Center at the Main Library consistent with the requirements of Section 20440(d)(1) of the Library Bond Act regulations and to provide a means for assisting and supporting the District's students and strengthening their achievement levels. The Homework Center would fill an educational gap left by the absence of K-12 student access to District libraries outside of school hours and encourage and support them in their studies.

G. The Library Bond Act regulations establish a list of required elements for joint use cooperative agreements. In conformance with those regulations, the City and District agree as follows:

Agreement:

1. Goals and Objectives.

- 1.1 To further California's reading and literacy goals through a collaborative approach between the City and the District;
- 1.2 To support construction and renovation of public library facilities necessary to expand access to reading and literacy programs in California's public education system and to expand access to public library services for area residents;
- 1.3 To optimize the effective use of City and District funds for community betterment; and
- 1.4 To provide appropriate support and documentation for the City's application for Library Bond Act funding of its proposed Main Library expansion.

2. Roles and Responsibilities.

2.1 City

- 2.1.1 **Staffing, supervision, and management:** The City shall fund all salary and benefit costs for a 12-month, 20-hour Library Assistant and a 20-hour Library Clerk to staff the Homework Center. The Library Assistant shall coordinate Homework Center operations including the maintenance of core textbooks, computers, and other information resources and shall recruit and train volunteers, including identification and recruitment of individuals to cover specific subject areas, if and as particular student needs are noted. The Library Clerk shall order and maintain supplies as needed, troubleshoot computer problems, and otherwise supervise the Homework Center. The City shall recruit, hire, and supervise these Homework Center staff members as part of its Main Library staff. The City shall also provide substitute coverage from its existing staff if Homework Center staff is temporarily unavailable (through illness, vacation, etc.) to work.
- 2.1.2 **District Textbooks:** City library staff shall work closely with District personnel to ensure that one set of District core textbooks are available in the Main Library in the Homework Center for in-library use only. The City shall handle all processing and cataloging of these core textbooks.
- 2.1.3 **Operation and Management:** The City shall house the Homework Center in its expanded Main Library, providing year-round space for its operation. The City shall be solely responsible for the maintenance, operation and management of the Homework Center except as otherwise provided under District's responsibilities as set forth in Section 2.2 below.
- 2.1.4 **Services Provided and Hours of Operation:** The City shall provide a joint-use Homework Center year-round in its Main Library offering one-on-one and small group tutoring for children in grades K-12 in reading, writing, math, science, history, and other homework assignments. The Homework Center will provide computer and Internet access. The Homework Center shall be staffed from 2:30-6 p.m. Monday through Friday. The Homework Center shall be open for public use without special staffing during all other hours during which the Main Library is open to the public. Current hours are Monday through Wednesday, 10 a.m.-9 p.m. and Thursday through Saturday, 10 a.m.-6 p.m.
- 2.1.5 **Publicity and promotion:** The City shall publicize and produce promotional materials for the Homework Center and along with the District, shall disseminate promotional materials. All promotional materials shall be subject to the reasonable approval of the District.

2.2 District

- 2.2.1 **Staffing, supervision, management:** The District shall provide one interview panel participant to offer input on the selection of the Homework Center staff members.
- 2.2.2 **District Textbooks:** The District shall provide a set of the District's core textbooks to the Main Library. In addition, the District shall carry out all ordering of core textbooks. Prior to ordering such textbooks, the District shall obtain the approval of the City's Library Director.
- 2.2.3 **Operation and management:** The District shall provide regular input and feedback to City designated library management on staffing, operation, maintenance and management of the Homework Center.
- 2.2.4 **Publicity and promotion:** The District shall publicize and disseminate promotional materials about the Homework Center.

3. Volunteers.

- 3.1 **City:** The City shall recruit volunteer tutors to assist K-12 students in the library's Homework Center. The City shall recruit volunteer tutors from Orange's three Rotary Clubs (e.g., Orange Rotary, Orange North Rotary, and Orange Sunrise Rotary), through the clubs' "Reading by 9" literacy programs. The City shall also recruit other volunteer tutors directly through its Library Volunteer Program. All volunteers will be fingerprinted and drug-tested and otherwise subject to any additional screening required by the City.
- 3.2 **District:** The District shall recruit volunteer tutors to work in the Homework Center to assist one or more students in a particular subject area or on a particular topic or skill. The District shall recruit student volunteers from its middle schools and high schools, with particular emphasis on those seeking careers in teaching and/or those wishing community involvement opportunities. All such volunteers shall be subject to City screening, which includes, but is not necessarily limited to, finger printing and drug testing. All volunteers shall be considered City volunteers.

- 4. **Facility Ownership.** The City shall own the Main Library site, the Homework Center, and all furnishings, equipment, and library materials contained therein.

5. Funding Sources and Uses.

5.1 **City:** The following sources of funding have been identified to date by the City: (a) City Capital Improvement Program funds to be used for construction of the Main Library; (b) Library Bond Act funds as the State's match for funding to construct an expanded Main Library which shall include a joint-use Homework Center; and (c) City General Fund allocations to finance its share of operational costs (e.g., staffing and core textbooks for use in the Homework Center).

5.2 **District:** The District shall use General Fund allocations to finance its share of costs under this Agreement.

6. Review and Modification. This Agreement shall be reviewed every three (3) years. Any modifications to this Agreement shall be reduced to writing and approved by the District's Board and City's City Council. Any modifications made without such approval shall be of no force and effect.

7. Field Act Applicability. This Agreement is not subject to the Field Act because The Field Act governs construction of facilities owned and/or operated by public school districts. The joint-use Homework Center will be owned and operated by the City, a municipal corporation.

8. Funding as Condition Precedent. All obligations and agreements contained in this Agreement are contingent upon the receipt of sufficient funding from Library Bond Act funds to construct the proposed Main Library expansion.

9. Joint Use Commitment/Term. City and the District agree to provide joint use of library services consistent with this Agreement and as may be modified, for 20 years from the date joint use begins. The parties shall meet at least 12 months prior to the expiration of this Agreement to discuss possible extension.

10. Applicability of Education Code and Library Bond Act Regulations. The City and the District acknowledge and incorporate Education Code Section 19999 and Section 20440(e)(3)(G) of the Library Bond Act regulations into this Agreement, with a commitment to providing public library direct services for 40 years following the proposed expansion of the Main Library.

11. Indemnity. The City and District agree to hold each other, their officers, agents and employees harmless from any and all claims, liabilities or losses for personal injury, death or property damage, including workers compensation claims, arising out of or in connection with any services provided pursuant to this Agreement to the extent any such claim is caused by or results from any acts or omissions, or intentional misconduct of either party, their employees or agents.

12. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties.

13. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices may be sent by either facsimile or U.S. Mail. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by facsimile shall be deemed received on the date of the facsimile transmission.

To the City:

Library Director
City of Orange
101 North Center Street
Orange, CA 92866

To the District:

Superintendent
Orange Unified School District
1401 N. Handy St.
Orange, CA 92867

The parties have executed this Agreement to be effective on the date first written above and by this signature verify that the persons signing on their behalf can bind the respective parties to the obligations contained herein.

Approved as to form:

Orange Unified School District,

By: _____
General Counsel

By: _____
President of the Board

Attest:

City of Orange,

By: _____
City Clerk

By: _____
Mayor

Approved as to form:

By: _____
City Attorney